



BOONVILLE

City of Boonville

December 16, 2024

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

Meeting Live streamed <https://www.youtube.com/user/cityofboonvillemo> & Channel 3 with Suddenlink Cable TV

I. Call to order – Pledge and Prayer

A. Sy Harvell

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of Minutes

A. December 2 council minutes

V. Consent Items

A. Consider Pay App No. 1 for **\$205,496.40** to Rhad Baker Construction for Hail Ridge Parking Lot Improvements

B. Consider Change Order NO. 2 <0.00> for City Hall Renovation

C. Consider Pay App No. 1 for **\$47,377.03** to GloveCon for City Hall Renovations

VI. Presentation of Accounts and Claims

VII. Unfinished Business

A. Second Reading of Bil No. 2024-18 Amending the Solid Waste Collection Fees Portion of Administrative Fees (Appendix G) in the Code of General Ordinances.

B. Second Reading of Bill No. 2024-019 Authorizing State Block Grant Agreement Amendment No. 1 for Improvements at the Airport.

VIII. New Business

A. First Reading of Bill No. 2024-020 Approving an Agreement with Missouri Soccer Park and Boonville R-1 School District

B. First Reading of Bill No. 2024-021 Authorizing and Approving a Replat at 520 Ryan Street, Main Street Center

IX. Reports of Standing Committees

A. Planning and Zoning- December 10, 2024

X. Reports of City Officials

A. Mayor

B. City Administrator

C. City Clerk

D. City Counselor

XI. Miscellaneous

XII. Closed Session

XIII. Adjourn

NOTICE: The City of Boonville will comply with the Americans with Disabilities Act (ADA). Individuals who require an accommodation due to disability to attend this meeting should contact our office at (660) 882-2332 or Relay Missouri, 1-800-735-2966 TTY at least 48 hours in advance.



BOONVILLE

City of Boonville

December 2, 2024

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

I. Call to order – Pledge and Prayer

A. Andrew Cowherd

Call to order – The Boonville City Council met in Regular Session on December 02, 2024, at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville, Missouri. The following officers were present; Kate Fjell, City Administrator; Amber Davis, City Clerk; Joe Pangburn, Sergeant at arms; Mayor Pro-Tem Andrew Cowherd; and City Counselor, Brad Wooldridge. Mayor Ned Beach was absent. The meeting was called to order. Andrew Cowherd led the prayer, after the pledge of allegiance.

II. Roll Call

The following council representatives were present: Barry Elbert, Whitney Venable, Drew Davis, Brad Atkinson, Steve Young, Heather Yoder, Andrew Cowherd, and Sy Harvell.

III. Hearing of Citizens' Comments

None

IV. Approval of Minutes

A. November 18 Council Minutes

The minutes stand as submitted

V. Consent Items

A. Consider Pay App No. 1 to Hydrovac of Missouri for Lead Line Survey Inventory in the amount of **\$1547.55.**

Mr. Venable moved and Mr. Davis seconded the motion to approve the consent item. Roll call was taken. Ayes: Elbert, Venable, Davis, Atkinson, Young, Yoder, Cowherd, and Harvell. Total (8). Opposed: None. Absent (0). Motion Carried

- B.** Consider Change order No. 1 to Glovecon for city hall upstairs remodel in the amount of \$4,935.70

Mr. Venable moved and Mr. Davis seconded the motion to approve the consent item. Roll call was taken. Ayes: Elbert, Venable, Davis, Atkinson, Young, Yoder, Cowherd, and Harvell. Total (8). Opposed: None. Absent (0). Motion Carried

VI. Presentation of Accounts and Claims

A. Appropriations

Ms. Davis read the ordinance appropriating money, in its entirety, and a second time, by title only, since a copy of the ordinance had been made available prior to the meeting Mr. Venable moved and Mr. Atkinson seconded the motion to approve the ordinance appropriating money. Roll call was taken. Ayes: Elbert, Venable, Davis, Atkinson, Young, Yoder, Cowherd, and Harvell. Total (8). Opposed: None. Absent (0). Motion Carried.

VII. Unfinished Business

None

VIII. New Business

- A.** First Reading of Bill No. 2024-018 Ordinance Amending the Solid Waste Collection Fees Portion of the Schedule of Administrative Fees (Appendix G) in the Code of General Ordinances

Ms. Davis read, by title only, a copy of the bill

- B.** First Reading of Bill No. 2024-019 Authorizing State Block Grant Agreement Amendment No.1 for Improvements at the Airport

Ms. Davis read, by title only, a copy of the bill

- C.** Consider Resolution R2024-18 Authorizing a Supplemental Agreement with H.W. Lochner Incorporated for North Taxi Lane Reconstruction

Mr. Davis moved and Mr. Venable seconded the motion to approve the resolution. Roll call was taken Ayes: Elbert, Venable, Davis, Atkinson, Young, Yoder, Cowherd, and Harvell. Total (8). Opposed: None. Absent: None. Motion Carried.

- D.** Consider Resolution R2024-19 Authorizing and Approving an Agreement with Clarkson Construction for North Taxilane Reconstruction

Mr. Venable moved and Mr. Davis seconded the motion to approve the resolution. Roll call was taken Ayes: Elbert, Venable, Davis, Atkinson, Young, Yoder, Cowherd, and Harvell. Total (8). Opposed: None. Absent: None. Motion Carried.

IX. Reports of Standing Committees

- A.** Board of Public Works (Cancelled)

X. Reports of City Officials

A. City Administrator

- Set Dangerous Building Hearing

Ms. Fjell requested a public hearing for a dangerous building to be set on January 21, 2025, at 6:15 p.m.

Mr. Venable moved and Mr. Atkinson seconded the motion to set the Dangerous Building public hearing on the requested date and time. Ayes: Elbert, Venable, Davis, Atkinson, Young, Yoder, Cowherd, and Harvell. Total (8). Opposed: None. Absent: None. Motion Carried.

B. Mayor

None

C. City Clerk

Ms. Davis reminded the council that the candidacy filing for the April 2025 election will occur from December 10th to December 31st, 2024.

D. City Counselor

None

XI. Miscellaneous

None

XII. Closed Session

- RSMO 610.021 (3) Personnel

XIII. Adjourn

With no further discussion, Mr. Venable moved, and Mr. Davis seconded the motion to go into closed session at 7:20 p.m. Roll call was taken. Ayes: Elbert, Venable, Davis, Atkinson, Young, Yoder, Cowherd, and Harvell. Total (8). Opposed: None. Absent: None. Motion carried.

Pay Estimate No.1
Hail Ridge Golf Course Parking Lot Improvements

Item No.	Description	Contract Quantity Unit	Unit Price	Total	In Place Prev. Pay App	Installed This Period	\$ Installed This Pay App	Total in Place	Left to Finish	Unit
1	Mobilization	1 LS	\$ 45,000.00	\$ 45,000.00	0	0.6	\$27,000.00	\$27,000.00	0.4	LS
2	Traffic Control	1 LS	\$ 1,000.00	\$ 1,000.00	0		\$0.00	\$0.00	1.0	LS
3	Erosion Control	1 LS	\$ 750.00	\$ 750.00	0		\$0.00	\$0.00	1.0	LS
4	Removal of Improvements	1 LS	\$ 10,000.00	\$ 10,000.00	0	1	\$10,000.00	\$10,000.00	0.0	LS
5	Unsuitable Material Excavation	10 CY	\$ 50.00	\$ 500.00	0		\$0.00	\$0.00	10.0	CY
6	Rock Backfill in Unsuitable Material Areas	10 CY	\$ 100.00	\$ 1,000.00	0		\$0.00	\$0.00	10.0	CY
7	Grading (Fill)	1500 CY	\$ 30.00	\$ 45,000.00	0	1300	\$39,000.00	\$39,000.00	200.0	CY
8	Subgrade Compaction (Phase 1)	2276 SY	\$ 5.00	\$ 11,380.00	0	1136	\$5,680.00	\$5,680.00	1140.0	SY
9	Subgrade Compaction (Phase 2)	1930 SY	\$ 5.00	\$ 9,650.00	0		\$0.00	\$0.00	1930.0	SY
10	Geotextile Separation Fabric (Phase 1)	2276 SY	\$ 2.50	\$ 5,690.00	0	934	\$2,335.00	\$2,335.00	1342.0	SY
11	Geotextile Separation Fabric (Phase 2)	1930 SY	\$ 2.50	\$ 4,825.00	0		\$0.00	\$0.00	1930.0	SY
12	4" Type 5 Aggregate Base (Phase 1)	2065 SY	\$ 8.00	\$ 16,520.00	0	934	\$7,472.00	\$7,472.00	1131.0	SY
13	4" Type 5 Aggregate Base (Phase 2)	1930 SY	\$ 8.00	\$ 15,440.00	0		\$0.00	\$0.00	1930.0	SY
14	6" PCC Concrete (Cart Path)	36 SY	\$ 130.00	\$ 4,680.00	0		\$0.00	\$0.00	36.0	SY
15	6" PCC Concrete (Parking)	1104 SY	\$ 55.00	\$ 60,720.00	0	675	\$37,125.00	\$37,125.00	429.0	SY
16	8" PCC Concrete (Driving Lane)	925 SY	\$ 60.00	\$ 55,500.00	0	259	\$15,540.00	\$15,540.00	666.0	SY
17	Type "A" Curb and Gutter Including 4" Type 5 Aggregate Base	643 LF	\$ 45.00	\$ 28,935.00	0	612	\$27,540.00	\$27,540.00	31.0	LF
18	Type "A" Curb and Gutter (Reverse Slope) Including 4" Type 5 Aggregate Base	116 LF	\$ 45.00	\$ 5,220.00	0	116	\$5,220.00	\$5,220.00	0.0	LF
19	Curb Inlet (4'x4')	3 EA	\$ 4,500.00	\$ 13,500.00	0	3	\$13,500.00	\$13,500.00	0.0	EA
20	15" HDPE Pipe in Place	221 LF	\$ 50.00	\$ 11,050.00	0	180	\$9,000.00	\$9,000.00	41.0	LF
21	18" RCP in Place	59 LF	\$ 100.00	\$ 5,900.00	0	59	\$5,900.00	\$5,900.00	0.0	LF
22	15" HDPE Flared End Section in Place	3 EA	\$ 400.00	\$ 1,200.00	0		\$0.00	\$0.00	3.0	EA
23	18" RCP Flared End Section in Place	2 EA	\$ 1,300.00	\$ 2,600.00	0	2	\$2,600.00	\$2,600.00	0.0	EA
24	Full Depth Granular Fill	166 LF	\$ 30.00	\$ 4,980.00	0	166	\$4,980.00	\$4,980.00	0.0	LF
25	Rip Rap 12" thk w/Filter Cloth	57 SY	\$ 60.00	\$ 3,420.00	0	57	\$3,420.00	\$3,420.00	0.0	SY
26	Asphalt Street Repair	20 SY	\$ 100.00	\$ 2,000.00	0		\$0.00	\$0.00	20.0	SY
27	Pavement Marking	748 LF	\$ 4.00	\$ 2,992.00	0		\$0.00	\$0.00	748.0	LF
28	Fertilizing, Seeding and Mulching	1 LS	\$ 3,000.00	\$ 3,000.00	0		\$0.00	\$0.00	1.0	LS
29	Contingency	1 LS	\$ 50,000.00	\$ 50,000.00	0		\$0.00	\$0.00	1.0	LS
				Contract Total	\$ 422,452.00		\$216,312.00	\$216,312.00		

Request For Change Order



General Contracting | Design-Build | Construction Management

Project Name: Boonville City Hall Remodel Dember 4, 2024 Project #: 2413
Reference: Room 216/220 ceiling
Request for Change Order: 02

To: Jay Berendzen PBA Architecture 200 South Henery Clay Blvd. Ashland, Missouri 65010	From: Daren Hufstedler Project Manager GloveCon Inc. 1200 south Bus hwy. 54 Fulton, MO 65251
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Room 216 Loft

Install 5/8" gyp board instead of 2'x2' ACT.

No Cost Change

Room 220 Board Room

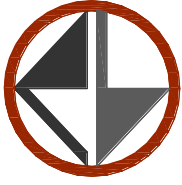
Install 5/8" Gyp Board instead 12"x12" ceiling tile system.

No Cost Change

Proposed Change Order Total No Cost Change

Glove Con Inc. – 210 E. Sixth Street, Fulton, MO 65251 www.glovecon.com p: 573-642-6363 f: 573-642-6368

PORTER, BERENDZEN & ASSOCIATES, P.C.



A R C H I T E C T U R E

200 SOUTH HENRY CLAY BLVD.

P.O. BOX 446

ASHLAND, MO 65010

(573) 657-2022

E-MAIL: jay@pba-architecture.com

December 11, 2024

Kate Fjell – City Administrator
City of Boonville
401 Main Street
Boonville, Missouri 65233
660-882-2332

Re: Remodeling at City Hall - General Contractor Pay Application No. 1

We have reviewed the AIA Document G702 - Application for Payment No. 01 from GloveCon. We have reviewed the amount requested and believe it to be appropriate.

We will receive Payroll Reports and Lien Waivers with the next Pay Application. We will include this information with each Pay Application. We will also compile all paperwork for you to be presented at the completion of the project.

Please review the Pay Application. Please pay the 'Amount Certified' on page 1 of the Application. Please make payment directly to the contractor.

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

Jay D. Berendzen, AIA - PORTER, BERENDZEN & ASSOCIATES, P.C.

PAYMENT APPLICATION

Page 1

TO: City of Boonville 401 Main Street Boonville, MO 65233 Attn:	PROJECT NAME AND LOCATION: Remodeling of the City Hall Remodeling of the City Hall Building 401 Main Street Boonville, MO 65233	APPLICATION # 1 PERIOD THRU: 11/10/2024 PROJECT #s: PBA-2413 DATE OF CONTRACT: 09/27/2024	Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ ☐
FROM: GloveCon, Inc. 1200 South Business 54 Fulton, Missouri 65251	ARCHITECT:		
FOR:			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
 Continuation Page is attached.

1. CONTRACT AMOUNT	\$197,940.00
2. SUM OF ALL CHANGE ORDERS	\$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$197,940.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$47,765.30
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$2,388.27
b. 5.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$2,388.27
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$45,377.03
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$0.00
8. PAYMENT DUE	\$45,377.03
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$152,562.97

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: GloveCon, Inc.

By: *Jeresa Love* Date: 11/21/24

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... \$45,377.03

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: *[Signature]* Date: 12-11-2024

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PAYMENT APPLICATION

Quantum Software Solutions, Inc. Document

APPROVED

By Jay D. Berendzen - December 11, 2024

CONTINUATION PAGE

Page 2 of 2

PROJECT: Remodeling of the City Hall
Remodeling of the City Hall Building

APPLICATION #: 2
DATE OF APPLICATION: 12/03/2024
PERIOD THRU: 11/10/2024
PROJECT #s: PBA-2413

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
01	General Conditions	\$27,471.00	\$0.00	\$2,747.10	\$0.00	\$2,747.10	10%	\$24,723.90	\$137.36
02	Existing Conditions Demo	\$4,400.00	\$0.00	\$1,320.00	\$0.00	\$1,320.00	30%	\$3,080.00	\$66.00
03	Casework - Vanity	\$1,370.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,370.00	\$0.00
04	Thermal & Moisture Protection on Caulking and sealants	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$200.00	\$0.00
05	Openings	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,140.00	\$0.00
06	Finishes	\$72,832.00	\$0.00	\$7,832.00	\$0.00	\$7,832.00	11%	\$65,000.00	\$391.60
07	Plumbing	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,750.00	\$0.00
08	HVAC	\$59,777.00	\$0.00	\$35,866.20	\$0.00	\$35,866.20	60%	\$23,910.80	\$1,793.31
09	Electrical	\$29,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$29,000.00	\$0.00
				</					

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

ORDINANCE APPROPRIATING MONEY

Be it Ordained by the Council of the City of Boonville as follows:

Section 1: For the purpose of paying salaries and various accounts against the City of Boonville, which have been allowed by the Council, at the regular meeting thereof on **December 16, 2024** the sum of **\$299,713.16**

General Fund	\$206,474.21
Sanitation	\$6,201.23
CIP Tax	\$3,408.32
Water Works	\$24,946.25
Capital Projects	\$11,774.98
Waste Water	\$17,470.79
Tourism	\$8,847.04
Gaming	\$19,589.57
Parks/Water	\$1,000.77
Kemper Sales Tax	\$0.00
Economic Development Projects	\$0.00

Section 2: The Accountant is hereby authorized and instructed to draw checks on the respective City bank accounts, in favor of the persons whose salaries and accounts have been allowed as above, amounting to **\$299,713.16** being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on **December 16, 2024** read for the second time this **December 16, 2024** since a copy was made available prior to the meeting.

Approved **December 16, 2024** _____
Mayor

Endorsed **December 16, 2024** : I hereby certify that a sufficient sum of money stands to the credit of the City, unappropriated, in the various funds to meet the requirements of this ordinance.

Accountant

BILL NO. 2024-018

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AMENDING SOLID WASTE COLLECTION FEES PORTION OF THE SCHEDULE OF ADMINISTRATIVE FEES (APPENDIX G IN THE CODE OF GENERAL ORDINANCES); PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE

WHEREAS: The City of Boonville first adopted its Schedule of Administrative Fees as Ordinance No. 4018 on September 5, 2006 and has found it necessary to amend the fee schedule from time to time to respond to rising costs of services and other economic conditions effecting the administration of local government; and

WHEREAS: City staff has recently been notified of a cost increase by their solid waste provider as allowed by their contract which necessitates a rate increase; and

WHEREAS: The City of Boonville's solid waste collection and disposal function, operated within the Sanitation Fund, is operated as an enterprise operation; and

WHEREAS: the attached amended section of the Schedule of Administrative Fees, Revised January 1, 2025, is based on the rate increase by the solid waste provider.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1: That the City of Boonville, Missouri shall amend the **Solid Waste Collection Fees Section 21-181(a), (b), (b)(1), (c), and (d)** of the Schedule of Administrative Fees, (Appendix G in the Code of General Ordinances), prescribed and set forth in the **amended portion** of the **Schedule of Administrative Fees, Revised January 1, 2025** attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein.

SECTION 2: That the rates set forth herein shall become effective January 1, 2025.

SECTION 3: This Ordinance shall take effect and be in full force from and after its passage and approval.

FIRST READING: DECEMBER 2, 2024

**READ FOR THE SECOND TIME AND PASSED THIS 16TH DAY OF
DECEMBER 2024 AFTER A COPY OF THIS ORDINANCE AND REFERENCE
AMENDED SCHEDULE OF ADMINISTRATIVE FEES HAS BEEN MADE
AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST AND SECOND
READINGS.**

President of the Council

APPROVED THIS 16TH DAY OF DECEMBER 2024.

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

**CITY OF BOONVILLE
SCHEDULE OF ADMINISTRATIVE FEES**

Code Section	Description	Fee
21-181	Solid Waste Collection Fees:	
21-181(a)	Service Fee for each residential unit served (including two and three unit occupancies)	\$23.50 per month
21-181 (b)	Residential/Multi-Family Dwellings - Per unit/Hand Pick-up Frequency of Pick-Up (Times/week)	<u>Per Month</u>
	One pick-up per week	\$23.50
	Two pick-ups per week	\$32.61
	Three pick-ups per week	\$45.37
	Four pick-ups per week	\$58.09
	Five pick-ups per week	\$70.88
	Water, Sewer, and Solid Waste Disposal Fees (cont.)	
21-181	Solid Waste Collection Fees: (cont.)	
21-181 (b)(1)	Each Residential Unit will be provided a Contractor owned container at no additional cost for the collection of Residential Waste. All containers shall be 64-gallons capacity. Any residential unit may request the use of additional containers for an extra monthly fee per extra container.	\$5.00 per extra container
21-181 (c)	Commercial - Hand Pick-Up Per unit and Frequency of Pick-Up (Times/week)	<u>Per Month</u>
	One pick-up per week	\$29.82
	Two pick-ups per week	\$55.04
	Three pick-ups per week	\$77.44
	Four pick-ups per week	\$101.49
	Five pick-ups per week	\$125.60
21-181 (d)	Multi-Family Dwellings & Commercial Users Containerized Service - Per unit and Frequency of Pick-Up (Times/Week)	<u>Per Month</u>
	<i>Containerized Service -- 1.0 Cubic Yard</i>	\$65.05
	One pick-up per week	\$103.70
	Two pick-ups per week	\$139.97
	Three pick-ups per week	\$175.64
	Four pick-ups per week	\$213.64
	Five pick-ups per week	\$252.29
	<i>Containerized Service -- 1.5 Cubic Yard</i>	<u>Per Month</u>
	One pick-up per week	\$84.45
	Two pick-ups per week	\$123.23
	Three pick-ups per week	\$160.77
	Four pick-ups per week	\$195.62
	Five pick-ups per week	\$232.95
	<i>Containerized Service -- 2.0 Cubic Yard</i>	<u>Per Month</u>
	One pick-up per week	\$103.72
	Two pick-ups per week	\$155.35
	Three pick-ups per week	\$217.89

CITY OF BOONVILLE
SCHEDULE OF ADMINISTRATIVE FEES

Code Section	Description	Fee
	Four pick-ups per week	\$250.15
	Five pick-ups per week	\$301.71
	<i>Containerized Service -- 3.0 Cubic Yard</i>	<u>Per Month</u>
	One pick-up per week	\$142.03
	Two pick-ups per week	\$218.96
	Three pick-ups per week	\$293.48
	Four pick-ups per week	\$362.77
	Five pick-ups per week	\$439.16

	Water, Sewer, and Solid Waste Disposal Fees (cont.)	
21-181	Solid Waste Collection Fees: (cont.)	
21-181 (d)	Multi-Family Dwellings & Commercial Users Containerized Service - Per unit and Frequency of Pick-Up (Times/Week) (cont.)	
	<i>Containerized Service -- 4.0 Cubic Yard</i>	<u>Per Month</u>
	One pick-up per week	\$180.28
	Two pick-ups per week	\$253.12
	Three pick-ups per week	\$336.10
	Four pick-ups per week	\$406.69
	Five pick-ups per week	\$486.84
	<i>Containerized Service -- 6.0 Cubic Yard</i>	<u>Per Month</u>
	One pick-up per week	\$232.22
	Two pick-ups per week	\$362.17
	Three pick-ups per week	\$492.37
	Four pick-ups per week	\$601.40
	Five pick-ups per week	\$725.52

BILL NO. 2024- 19

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 1 TO THE CONTRACT BETWEEN THE CITY OF BOONVILLE, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PROVIDING FOR ADDITIONAL FUNDING OF THE NORTH TAXILANE RECONSTRUCTION; PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1: That the City of Boonville, Missouri hereby shall accept and execute the State Block Grant Agreement No. 1 with the Missouri Highways and Transportation Commission providing additional funding for the reconstruction of the north taxilanes, hereto set forth as **Exhibit “A”**

SECTION 2: This Ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 3: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: December 2, 2024

READ FOR THE SECOND TIME AND PASSED THIS 16th DAY OF DECEMBER 2024, AFTER A COPY OF THIS ORDINANCE AND AGREEMENTS HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION FOLLOWING ITS FIRST READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 16th OF DECEMBER, 2024

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

CCO Form: MO18

Approved: 05/94 (MLH)

Revised: 08/23 (MWH)

Modified:

Sponsor: City of Boonville

Project No.: 23-039A-1

CFDA Number: CFDA #20.106

CFDA Title: Airport Improvement Program

Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AMENDMENT TO STATE BLOCK GRANT AGREEMENT**

AMENDMENT #1

THIS AMENDMENT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Boonville (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on September 21, 2023, and executed by the Commission on October 25, 2023, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed One Hundred Fifty Thousand Three Hundred Thirty-Three Dollars (\$150,333) to the Sponsor to assist with Hangar Taxilane Reconstruction; and

WHEREAS, the Commission previously approved funds for Hangar Taxilane Reconstruction; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Hangar Taxilane Reconstruction.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Hangar Taxilane Reconstruction.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) **ADDITIONAL GRANT:** The Commission grants to the Sponsor an additional sum not to exceed Seven Hundred Eighty-Two Thousand Nine Hundred Ninety-Nine Dollars (\$782,999) for Hangar Taxilane Reconstruction subject to the following conditions:

(A) The Sponsor shall provide matching funds of not less than Fifty Thousand Dollars (\$50,000) toward the project in addition to those previously committed by the Sponsor in the Original Agreement.

(B) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(C) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before January 15, 2025, or such subsequent date as may be prescribed in writing by the Commission.

(D) Based upon the revised project schedule, the original project time period of October 31, 2024, will be extended to December 31, 2027, to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(E) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Sponsor on _____(date).

Executed by Commission on _____(date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF BOONVILLE

By:_____

By:_____

Title:_____

Title:_____

Attest:

Attest:

Secretary to the Commission

By:_____

Title:_____

Approved as to Form:

Approved as to Form:

Commission Counsel

By:_____

Title:_____

Ordinance No.:_____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF BOONVILLE

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

BILL NO. 2024-020

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING AN AGREEMENT FOR THE MISSOURI SOCCER PARK, JOINT OWNERSHIP, MAINTENANCE AND MANAGEMENT WITH BOONVILLE R-1 SCHOOL DISTRICT AND BOONVILLE SOCCER ACADEMY, INC.

WHEREAS, the City of Boonville (hereinafter “the City”) planned and built a six-field soccer complex on and around property owned by the Boonville R-1 School District (hereinafter “the District”); and

WHEREAS, the City and the District entered into a joint venture to build the soccer complex in 2016; and

WHEREAS, the City does not desire to perform the day-to-day management and maintenance activities needed to properly operate the soccer complex; and

WHEREAS, the City has determined that Boonville Soccer Academy, Inc. (hereinafter “BSA”) is uniquely qualified to maintain and manage the soccer complex due to its experience and participation with Missouri Youth Soccer and US Soccer Associations; and

WHEREAS, the City, the District and BSA have jointly owned, operated or managed the said soccer complex, known as the Missouri Soccer Park, for eight seasons which has served as a basis to guide the parties in drafting formal agreements setting out the parties’ respective duties and responsibilities.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI AS FOLLOWS:

SECTION 1: That the **Joint Management and Maintenance Agreement for Missouri Soccer Park**, including **Exhibit A**, **Exhibit B**, and **Exhibit C**, pertaining to the maintenance, management and joint ownership of the Missouri Soccer Park is hereby approved by the City Council of Boonville, as the terms and conditions of said Agreement are fully described in the documents attached hereto and marked as **Attachment A**. **Attachment A** and all attachments thereto, are incorporated herein by reference as if set forth fully in this ordinance.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute and attest to this Agreement on behalf of the City of Boonville.

SECTION 3: This ordinance shall take effect and be in full force from and after its passage and approval.

FIRST READING: December 16, 2024

READ FOR THE SECOND TIME AND PASSED ON THIS 6TH DAY OF JANUARY 2025, AFTER A COPY OF THIS ORDINANCE AND AGREEMENT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE SECOND READING.

PRESIDENT OF THE COUNCIL

APPROVED THIS 6TH DAY OF JANUARY 2025

MAYOR

ATTEST:

TERESA STUDLEY, CITY CLERK

**JOINT MANAGEMENT AND MAINTENANCE AGREEMENT
FOR MISSOURI SOCCER PARK**

This Agreement, made and entered into as of the ____ day of _____, 2024, by and between **The City of Boonville, Missouri**, a Municipal Corporation and political subdivision of the State of Missouri, whose principal place of business is located at 401 Main Street, Boonville, Missouri (hereinafter referred to as the "CITY"); and the **Boonville, Missouri R-1 School District**, a political subdivision of the State of Missouri, whose principal place of business is 736 Main Street, Boonville, Missouri (hereinafter referred to as the "DISTRICT"); and **Boonville Soccer Academy, Inc.**, a Missouri General Non-Profit Corporation, whose principal place of business is 611 Sixth Street, Boonville, Missouri, (hereinafter referred to as "MANAGER").

RECITALS

WHEREAS, the CITY and the DISTRICT are the joint owners of certain real estate in Boonville, Cooper County, Missouri, consisting of approximately 22 acres, more or less, (the "PROPERTY") as hereinafter described; and

WHEREAS, on May 4, 2020, the Boonville, Missouri City Council passed Ordinance No. 4533 (Bill 2020-004) authorizing the CITY to execute with the other parties a *Joint Management and Maintenance Agreement for Missouri Soccer Park*; and,

WHEREAS, the previously executed *Joint Management and Maintenance Agreement for Missouri Soccer Park* is now expired; and

WHEREAS, the parties wish to execute a new *Joint Management and Maintenance Agreement for Missouri Soccer Park*; and,

WHEREAS, the Boonville, Missouri City Council wishes to approve a new *Joint Management and Maintenance Agreement for Missouri Soccer Park*; and,

WHEREAS, MANAGER desires to manage, operate and maintain the PROPERTY under the terms and provisions of this new Agreement and a separate Agreement for the purpose of holding soccer and various other sporting events and tournaments thereon for the enjoyment of the public; and

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WHEREAS, the parties have negotiated the following terms and conditions to be utilized in this project.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, conditions, and undertakings to be kept and performed by the parties as contained herein, and intending to be legally bound hereby, the parties hereto mutually agree as follows:

1. Description of PROPERTY. The PROPERTY covered by this Agreement which the MANAGER hereby agrees to manage and maintain, known as Missouri Soccer Park, is located at 1734 West Ashley Road, Boonville, Missouri, and consists of six (6) soccer fields, a storage building and common green space and sidewalks. The PROPERTY is more particularly described on Exhibit "A" hereto attached and incorporated by reference. The PROPERTY shall be commonly known and referred to as the Missouri Soccer Park.

2. Initial Term of Agreement, Renewal Provisions, and Meetings.

a) Initial Term. The initial term of this Agreement shall be for a period of five (5) years, commencing on or about January 1, 2025, and expiring on the 31st day of December, 2029 ("Initial Term"), unless extended or terminated as hereinafter set out.

b) Renewal Term(s). With respect to extension of this Agreement beyond the Initial Term, the parties may extend the Agreement for up to an additional five (5) years pursuant to and consistent with the terms of this agreement. Any revisions to an extension of this agreement must be agreed to by both parties, in writing, prior to the expiration of this agreement. Notice of an interest and intent to extend this agreement by either party must be made, in writing, no less than sixty (60) days prior to the expiration of this agreement.

It is further expressly understood and agreed that the parties, by and through their duly designated representatives, shall meet at least twice annually to discuss the management, operation and maintenance of the PROPERTY. Renewals or extensions of this Agreement may also be discussed at any of these meetings, together with any needs or concerns. At least fifteen (15) days' notice of such meetings shall be given to the parties by regular mail or by electronic transmission. Each party shall designate one

or more persons authorized to receive such notice, together with contact information. Notices shall be sent by the CITY, unless otherwise mutually agreed. Attendance by any two parties' designees shall constitute a quorum to transact business covered by this Agreement.

i) The MANAGER shall provide a written annual report on the Missouri Soccer Park complex to the Boonville City Council at the first February meeting of the City Council, beginning with calendar year 2025. Such report shall also be presented to the DISTRICT at its February School Board Meeting.

ii) No later than December 1, 2029, the DISTRICT shall vote on whether to extend the term of this Agreement for up to an additional five (5) years, unless said extension term is shortened by agreement of both parties.

iii) No later than December 31, 2029, the CITY, through the Boonville City Council, shall vote on whether to extend the term of this Agreement for up to an additional five (5) years, unless said extension term is shortened by agreement of both parties.

In the event no action is taken with respect to renewal of this Agreement and its term of operation prior to the then current expiration date of the Initial Term or any renewal term, then such term shall expire at the end thereof.

3. Compensation. The various compensatory items covered by this Agreement are as follow:

a) The CITY will pay the MANAGER for time and materials necessary for the maintenance and management of the PROPERTY. The MANAGER shall submit an invoice monthly (to be consistent with the CITY'S pay period) for payment.

b) In January, 2025, the MANAGER, the CITY and the DISTRICT may elect to meet at a mutually agreeable time to discuss compensation for the upcoming year. If normal operating costs have been identified, then the parties will determine if rental revenues for the PROPERTY facilities can be used for operational costs versus continued bank financing for field replacement costs.

4. Employment of Staff. The MANAGER shall provide adequate staff to manage and maintain the PROPERTY for both daily field rentals and large tournaments. The cost for such staff shall be paid from the start up subsidy as described in paragraph 3, above.

5. Duties of the MANAGER. The general duties of the MANAGER shall include, but not by way of limitation the following:

a) Coordination of scheduling with the DISTRICT to ensure that events do not conflict;

b) Marketing and advertising of the PROPERTY to local, regional, state and other relevant soccer, frisbee, rugby and lacrosse organizations;

c) Collecting rental agreements, fees and costs associated with field rentals;

d) Mowing the championship grass field adequately to keep in excellent condition;

e) Grooming and cleaning the artificial turf fields in a diligent manner as needed;

f) Emptying trash receptacles;

g) Cleaning the bathrooms, if used, after all events and restocking supplies for use by the DISTRICT;

h) Routinely inspecting the PROPERTY for any significant issues that may require the CITY or its contractor to repair, including but not by way of limitation, damage to the artificial turf, cracking/breaking of sidewalks or seating areas, lighting problems, fungus or other problems on the Championship Field or issues at the storage building;

i) Maintaining all equipment that is used for maintenance of the PROPERTY. The MANAGER can utilize a contractor for reasonable equipment maintenance, if needed;

j) Ordering necessary supplies, such as field paint, etc., as needed to properly maintain the PROPERTY for sporting events;

k) Coordinating a cleanup of the field two times per year, in December and March or as otherwise deemed appropriate;

l) No less frequently than quarterly, MANAGER shall make a true, accurate and full accounting of all activities, and provide in a timely manner an update to the City Administrator for the CITY and to the DISTRICT'S Superintendent or other duly designated person. The MANAGER also acknowledges that MANAGER's records kept under the terms of this Agreement are subject to the Missouri Sunshine Law and shall endeavor to provide up-to-date records, upon request of the CITY, within 24 hours. If complete records are not able to be provided within the time required under the Sunshine Law, MANAGER shall provide a reasonable timeline for the production of the requested records within the 24-hour response window to produce

under State law;

m) Promulgate, revise and suggest rules and regulations for the PROPERTY and submit them to the CITY and the DISTRICT in a timely manner. The initial rules to be in force for the PROPERTY are set out in "Exhibit "B" hereto attached and incorporated by reference;

n) Attending the annual meetings of the parties as provided in paragraph 2;

o) Purchase and maintain a general liability insurance policy that lists the CITY and the DISTRICT as additional insureds.

p) Any other duties that are mutually agreed to by the CITY, the DISTRICT and the MANAGER that were not initially contemplated by this Agreement.

6. Duties of the CITY. The general duties of the CITY shall include the following:

a) Paying for electricity during the term of this agreement;

b) Repairing, or causing to be repaired, damage to sidewalks, drainage infrastructure, gates, nets, artificial fields, championship natural grass field, and storage building, subject to review between the parties. The CITY will review repairs and necessary improvements on an annual basis and will commit annual funding as necessary from appropriate funds to meet the obligation(s);

c) Maintaining and keeping property and liability insurance for the PROPERTY;

d) Assisting in a bi-annual (twice per year) cleanup of the PROPERTY, approximately in December and March;

e) Providing police for traffic direction control for tournaments or other specified times when deemed necessary;

f) Attending the bi-annual meetings of the parties as provided in paragraph 2, above.

g) Mowing and maintaining the areas as agreed upon with DISTRICT and outlined specifically in attached Exhibit "C", which is hereby incorporated by reference.

7. Duties of the District. The general duties of the DISTRICT shall include the following:

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a) Providing reasonable ingress and egress upon and over the PROPERTY and other property of the DISTRICT for regular maintenance of the PROPERTY as contemplated in this Agreement and for scheduled team practices and for attendance by the public for sporting and other sanctioned events;

b) Maintaining and keeping property and liability insurance for the PROPERTY and for adjoining property owned by the DISTRICT;

c) Attending the annual meetings of the parties as provided in paragraph 2, above.

d) Mowing and maintaining the areas as agreed upon with CITY and outlined specifically in attached Exhibit "C", which is hereby incorporated by reference.

8. Management Authority. It is understood and agreed with respect to matters pertaining to the management of the soccer complex PROPERTY, that the MANAGER shall have the authority to make day-to-day management decisions concerning the full operation, maintenance and preservation of the PROPERTY except as expressly otherwise provided by this Agreement. It is intended that such authority shall include, but not by way of limitation, the ability to make decisions regarding the employment and discharge of staff, marketing and promotional activities, as well as payroll and business expenditures, together with all other matters pertaining to the operation and management of the Property as herein described.

Notwithstanding the foregoing provisions contained in this paragraph 8, in the event there shall be a difference of opinion between the parties as to any management decision or activity herein contemplated, the final authority to resolve such difference of opinion shall rest solely with the CITY and the DISTRICT, provided, however, that all changes in management guidelines and procedures desired by the CITY and the DISTRICT shall be clearly set out in a written notice provided to the MANAGER containing an effective date for such instructions, guidelines and procedures. Such effective date shall be not less than five (5) business days following the date of the written notice to the MANAGER. Absent such notice, all management decisions by the MANAGER under the terms of the Agreement shall be final and binding on all parties.

9. Security and indemnification for Loss. The MANAGER shall be solely

responsible for the safekeeping of all money revenues and receipts and will indemnify and hold the CITY and the DISTRICT harmless from any and all loss, theft, destruction, or vandalism of any property belonging to the CITY or the DISTRICT on account of misappropriation, dereliction or breach of security in the day-to-day operation of the PROPERTY.

10. Care and Repair of the Premises.

a) MANAGER shall not commit waste on the Missouri Soccer Park complex, nor permit any waste to be committed by any employee or staff member. MANAGER further agrees not to use, nor permit the use by others, of the PROPERTY in any manner that violates CITY ordinances or federal or state law.

b) If the Soccer Park complex or any building(s) thereon are damaged by fire, explosion, earthquake, tornado, act of terrorism, civil unrest of other cause of damage which is not due to the fault or negligence of the MANAGER or its agents, employees or staff, the CITY will repair any such damaged portions of the premises to a condition as near as reasonably possible to the condition prior to such damage, to the extent that such repair can reasonably be made from insurance proceeds received by the CITY for the damage. If insurance proceeds are insufficient to repair such damage, and no other source of revenue is available to affect such repairs, then in such event, this Agreement may be terminated at the sole discretion of the CITY.

11. Non-Discrimination. It is expressly understood and agreed that the MANAGER shall not discriminate against any applicant for employment or any other person, group or entity while carrying out the business and management duties covered under this Agreement, on the basis of race, color, creed, religion, disability, gender, sexual orientation or national origin.

12. General Provisions.

(a) **Nonassignability.** Neither this Agreement nor any right or interest hereunder shall be assignable or transferrable by the MANAGER, its successors or permitted

assigns, without the prior written consent of the CITY and the DISTRICT.

(b) Binding Agreement. This instrument constitutes the entire Agreement between the parties concerning the subject matter herein contained and shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns. Notwithstanding the preceding provisions of this paragraph 12, it is contemplated that the MANAGER further agrees to be bound by the applicable provisions of a certain Joint Ownership Memorandum of Agreement between the CITY and the DISTRICT which was prepared and contemporaneously executed by the parties hereto, and may further enter into a separate Lease Agreement with the CITY AND THE DISTRICT concerning use of the PROPERTY, provided the terms of such Lease Agreement are consistent with the terms of this Joint Management and Maintenance Agreement.

(c) Amendment of Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.

(d) Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

(e) Headings. The heading of various paragraphs or subparagraphs herein are included solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

(f) Notices. Any and all notices sent pursuant to this Agreement shall be in writing sent by regular mail, electronic transmission, or shall be personally delivered to the parties hereto at the following addresses or such other addresses as they may designate:

If to the CITY: Boonville City Administrator
401 Main Street
Boonville, MO 65233

If to the DISTRICT: Superintendent, Boonville R-1 School District
736 Main Street
Boonville, MO 65233

If to the MANAGER: Boonville Soccer Academy, President
611 Sixth Street
Boonville, MO 65233

The parties shall notify each other at once of any change of address for purposes of this provision, which notification shall be in writing.

(g) Enforceability. The provisions of this Agreement shall be deemed to be severable and the validity or unenforceability of any particular provisions hereof shall be construed in all respects as if such invalid and unenforceable provision were omitted. This Agreement shall be interpreted exclusively according to the laws of the State of Missouri.

(h) Electronic/Facsimile Copies. Copies of this Agreement bearing facsimile or electronic images of the true signatures of the parties shall be deemed to be valid and binding in the same manner as copies containing original signatures.

WITNESS the due execution hereof in triplicate original as of the day and year first above written.

CITY OF BOONVILLE, MISSOURI (CITY)

By: _____
Mayor Pro Tem

BOONVILLE R-1 SCHOOL DISTRICT (DISTRICT)

By: _____
President, Board of Education

BOONVILLE SOCCER ACADEMY, INC. (MANAGER)

By: _____
President

EXHIBIT "A"

[Legal Description of the PROPERTY]

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EXHIBIT "A"



* 2016-1587-2 *

2016-1587

Part Fields 3, 4

NANCY FISHER
RECORDER OF DEEDS
COOPER COUNTY MISSOURI
RECORDED ON
06/16/2016 02:06PM

REC FEE: \$27.00
PAGES: 2

TRUSTEES' DEED

THIS DEED made and entered into this 14th day of June 2016, by and between Richard L. Lenz and Ruth Ann Lenz, Trustees of the Richard L. Lenz and Ruth Ann Lenz Trust, dated February 4, 2009, hereinafter referred to as First Parties, (Grantors), and The City of Boonville, a Municipal Corporation, whose mailing address is: 401 Main St., Boonville, Cooper County, Missouri 65233, hereinafter referred to as Second Party, (Grantee).

WITNESSETH:

WHEREAS, Richard L. Lenz and Ruth Ann Lenz are the duly appointed, qualified, and acting Trustees under the Richard L. Lenz and Ruth Ann Lenz Trust, and

WHEREAS, under the terms of said instrument, Richard L. Lenz and Ruth Ann Lenz, the Trustees, are authorized to sell or convey any of the real or personal property held under the terms of the Trust as said Trustees in their sole discretion, said property to be sold at public or private sale and under such terms and conditions and at such prices as said Trustees deem best,

NOW, THEREFORE, First Parties in their capacity as Trustees and under the authority granted to them under said Trust Agreement, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to them paid by the Second Party, the receipt of which is hereby acknowledged, do by these present, GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto the Second Party, and their successors and assigns, the following described real estate situated in the County of Cooper, State of Missouri, to-wit:

A strip of land being part of a tract of land previously described in Book 566, Page 572 of the Cooper County records, said strip being located in the Northwest part of the Southeast Quarter of Section 10, Township 48 North, Range 17 West, Cooper County, Missouri, with the boundary of this strip of land being more particularly described as follows:

Beginning at a pipe-axel found at the Northwest corner of said Southeast Quarter of Section 10, (Also being the Northwest corner of the fifth described tract of the first above said Deed filed in Book 566, Page 672, Cooper County records and also being the Northeast corner of an adjacent school tract described in Book 134, Page 635, Cooper County records); thence S00°27'30"W, along the quarter section line between the above said two tracts for a distance of 1,032.60 feet to the Northwest corner of a strip of land to the school as described in Book 536, Page 103, Cooper County records; thence S89°32'30"E, along the North line of the last said parcel per Book 536, Page 103, Cooper County records for a distance of 180.00 feet to the Northeast corner thereof; thence N00°27'30"E, parallel with the quarter section line for 1,034.70 feet to the North line of said Southeast Quarter of Section 10; Thence S89°47'21"W, along said North line of the Southeast Quarter for 180.01 feet to the point of "Beginning". (The bearings of this description are relative to two previous surveys conducted in 2007 by Timothy J. Reed, PLS #2089, and filed in survey Book 8, Page 333 and 336.)

EXHIBIT "A"



Fields 6, 7

NANCY FISHER
RECORDER OF DEEDS
COOPER COUNTY MISSOURI
RECORDED ON
12/22/2015 09:59AM
REC FEE: \$30.00
PAGES: 3

GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 22nd of December, 2015, by and between

James Brent Hodges and Jolene D. Hodges, husband and wife,
Party or Parties of the First Part, of COOPER County, State of MISSOURI, grantor(s), and

City of Boonville, Missouri,
Party or Parties of the Second Part, of COOPER County, State of MISSOURI, grantee(s).

Grantee's mailing address is: 401 Main Street, Boonville, MO 65233.

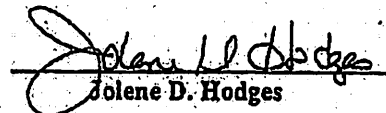
WITNESSETH, that the said Party or Parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said Party or Parties of the Second Part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Party or Parties of the Second Part the following described Real Estate, situated in the County of COOPER and State of Missouri, to wit:

See Attachment "A" for legal description

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said Party or Parties of the Second Part forever, the said Party or Parties of the First Part covenanting that said Party or Parties and the heirs, executors, administrators and assigns of such Party or Parties shall and will WARRANT AND DEFEND the title to the premises unto the said Party or Parties of the Second Part, and to the heirs and assigns of such Party or Parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2015 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said Party or Parties of the First Part has or have hereunto set their hand or hands the day and year first above written.


James Brent Hodges


Jolene D. Hodges

Page 1 of 2.

EXHIBIT "A"

STATE OF MISSOURI }
COUNTY OF COOPER } ss.

On this 22nd day of December, 2015, before me personally appeared James Brent Hodges and Jolene D. Hodges, husband and wife, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the aforesaid County and State, the day and year first above written.

My term expires: 06-16-2019.

Bruce R. Quinlan
Signed _____ Notary Public

Bruce R. Quinlan



BRUCE R. QUNLAN
My Commission Expires
June 18, 2018
Cooper County
Commission #15473625

(SEAL

EXHIBIT "A"

First Parties further state that the Richard L. Lenz and Ruth Ann Lenz Trust, is still in full force and effect; and that the above described real estate was acquired by the Trust by Warranty Deed recorded in Book 566, Page 672, Deed Records of Cooper County, Missouri and that Richard L. Lenz and Ruth Ann Lenz, as Trustees have authority under the terms of said trust to execute this conveyance; that Richard L. Lenz and Ruth Ann Lenz, Trustees, further state that Richard L. Lenz and Ruth Ann Lenz, as Settlers of said Trust, did not exercise any of the rights reserved by Settlers in the Trust Agreement; that since the date of the Trust, the real estate has not been withdrawn from the Trust, the Trust Agreement has not been terminated or revoked and the Trust Agreement has not been changed, altered, modified or amended.

~~TO HAVE AND TO HOLD~~ the said premises, with all the rights, privileges, and appurtenances to the same belonging or in anywise appertaining unto Second Party and unto its successors and assigns forever; the First Parties in their capacity as Trustees hereby covenanting that they, as Trustees, are lawfully seized of an indefeasible estate in Fee Simple in the premises herein conveyed; that they have good right to convey the same; and that they will WARRANT AND DEFEND the title to the premises unto the said Second Party, and unto its successors and assigns FOREVER, against the lawful of all persons claiming by, through or under them.

IN WITNESS WHEREFORE, the First Parties have hereunto set their hand and seal the day and year first above written.

Richard L. Lenz and Ruth Ann Lenz Trust,
dated February 4, 2009

By: Richard L. Lenz
Richard L. Lenz, Trustee

By: Ruth Ann Lenz
Ruth Ann Lenz, Trustee

STATE OF MISSOURI)

COUNTY OF COOPER)

On this 14th day of June 2016, before me personally appeared Richard L. Lenz and Ruth Ann Lenz, Trustees of the Richard L. Lenz and Ruth Ann Lenz Trust, to me known to be the person described in and who executed the foregoing instrument, and that said Trust is still in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County and State the day and year first above written.

My Commission Expires: Jan. 28, 2020

MANDY L. BICHELBERGER
Commission # 12419411
Notary Public - Notary Seal
State of Missouri, County of Cooper
My Commission Expires Jan. 28, 2020

ACCEPTED BY: CITY OF BOONVILLE, MISSOURI

By: Julie Thacher
Julie Thacher, Mayor

STATE OF MISSOURI)

COUNTY OF COOPER)

On this 14th day of June 2016, before me personally appeared Julie Thacher, to me known to be the Mayor of The City of Boonville, Missouri, and that the seal affixed to the foregoing instrument is the Corporate seal of said City and that said instrument was signed and sealed in behalf of the City by authority of its City Council and the said Mayor acknowledged the instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County and State the day and year first above written.

My Commission Expires: Jan. 28, 2020

MANDY L. BICHELBERGER
Commission # 12419411
Notary Public - Notary Seal
State of Missouri, County of Cooper
My Commission Expires Jan. 28, 2020

Mandy L. Bichelberger, Notary Public

EXHIBIT "A"

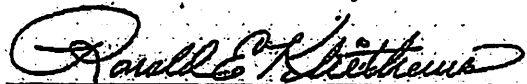
Attachment "A"

Property Boundary Description "TRACT #1": The southern part a tract of land previously described in Book 444, page 001 of the Cooper County Records, located in Southwest Quarter of Section 10, Township 48 North, Range 17 West, City of Boonville, Cooper County, Missouri, with the boundary of said southerly part being more particularly described as follows:

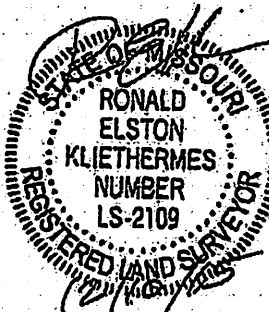
Commencing at a found iron rod on the easterly ("left") right-of-way line of Missouri Highway 6, (a.k.a. Ashley Road), at the northwest corner of said tract per Book 444, Page 001, also being the southwest corner of an adjacent school tract described in Book 134, Page 635; thence S.34°11'14"W, along said easterly right-of-way line of Missouri Highway 6 for a distance of 221.39 feet to a set iron rod at the point of "Beginning" for this property boundary description; thence continuing along said right-of-way line on the following three courses: S.34°11'14"W for 223.66 feet to Sta. 45+00; at 60 feet left of centerline; thence on a curve to the right having a radius of 2,924.79 feet, an arc length of 168.27 feet, and a chord of S.34°13'14"W for 168.25 feet to an iron rod found at the northwest corner of a tract previously described in Book 136, Page 409 of the Cooper County Records; thence departing said right-of-way of Highway 6, and now along the northern line of said tract per Book 136, Page 409 on the following courses, S.41°14'21"E for 92.20 feet to a found iron rod; thence S.36°22'42"W, approximately parallel with the east line of said highway for 187.46 feet to a found iron rod at the northern corner of a parcel previously described in Book 155, Page 991 of the Cooper County Records; thence S.00°09'29"W, along the easterly line of the last said parcel for 98.85 feet to a found iron rod at the southeast corner of the last said parcel, on the north line of said tract per Book 136, Page 409; thence S.75°14'10"E, along the north line of the last said tract for 989.21 feet to the northeast corner thereof, on the west line of the above said school tract per Book 134, Page 635, (from said corner a found iron rod bears S.75°14'10"E, 1.87 feet); thence from said corner N.00°04'00"E, along the common line between the said tract per Book 444, Page 001 and the school tract for a distance of 504.98 feet to the southeast corner of a tract per Book 258, Page 114, (from said corner a found iron pipe bears N.88°09'53"W, 0.6 feet); thence from said corner N.88°09'53"W, along the south line of said tract per Book 258, Page 114 for a total of 176.74 feet to a found iron pipe at the southwestern-most corner of said tract; thence N.03°41'52"E along the western line of the last said tract, and the northern extension of same line for a total of 219.19 feet to an iron rod set on another southern line of same tract per Book 258, Page 114; thence N.87°49'08"W, along said southern line for 98.81 feet to a found railroad rail in concrete at another southwesterly corner of same tract; thence N.02°10'50"E, along the western line of said tract for 28.84 feet to a set iron rod; thence leaving the lines of the last said tract N.87°49'10"W for 66.94 feet to an iron rod set one foot east from an existing steel pipe fence corner post; thence northwesterly, parallel with and one foot northerly from said fence on the following three courses, N.31°42'04"W for 93.74 feet to a set iron rod; thence N.58°52'31"W for 76.13 feet to a set iron rod; thence N.88°50'48"W for 231.07 feet to a set iron rod on the easterly right-of-way line of Missouri Highway 6 at the point of "Beginning", containing 12.85 acres, more or less, and being subject to or having the benefit of easements and/or restrictions of record or not of record, including a non-exclusive 30-foot wide access easement for the owners of both Tracts #1 and #2, located along the existing lane as shown on the plat of survey for this Tract #2 noted below. (Bearings are based upon a resurvey of the adjacent school property by Tim J. Read, PLS #2089 dated June 15, 2007, and filed in Survey Book 8, Page 333 of the Cooper County Records.) See also the "Parcel Boundary Adjustment Survey" filed for record in Survey Book _____ Page _____ of the Cooper County Records.

Document 2015-8135

Prepared by: MECO Engineering Company, Inc., 2701 Industrial Drive, Jefferson City, Missouri 65109
Missouri LS Corp License No. 000186


RONALD E. KLIETHERMES, PLS
MISSOURI PLS #2109

DATE: DEC 10, 2015



CITY OF BOONVILLE, COOPER COUNTY, MISSOURI

S.S.
HIS _____ DAY OF _____
AT _____ O'CLOCK
ES _____ M. RECORDED
PAGE _____
RDER _____
JTY _____



1
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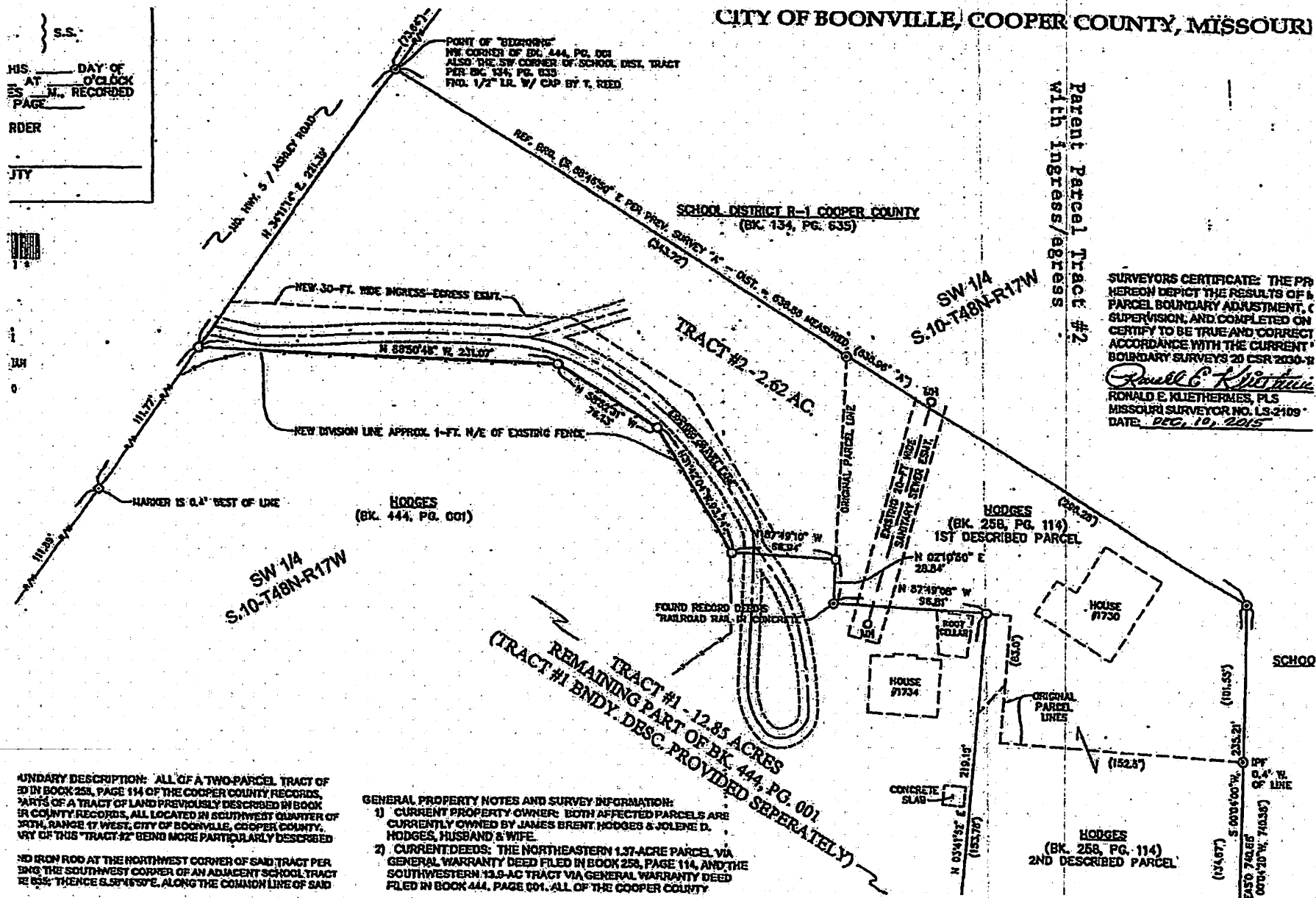


EXHIBIT "A"

EXHIBIT "A"

DEED BOOK 134 page 635. Filed: Jan 17, 1967 3:27 PM

RECORDED

PRINTED AND FOR SALE BY STANDARD PRINTING CO., HARTFORD, CT. 06103

ACK'D BEFORE

Mabel M. Schmittbausem, JR.

Co. Co. Mo.

March 16, 1968 LS

GENERAL WARRANTY DEED

Feb 20 1968

THIS INDENTURE, Made on the 22nd day of December

A.D. One Thousand Nine Hundred and Sixty-six

by and between

Ralph Snider and Maude M. Snider, husband and wife,

Fields 1,2
Part Fields
3,4,5

of the County of Cooper and State of Missouri, parties
of the First Part, and School District R-1 Cooper County, Boonville, Missouri,
Which has a present mailing address of 700 Main Street, Boonville, Missouri

of the County of Cooper and State of Missouri, party
of the Second Part

WITNESSETH, That the said parties of the First Part, in consideration of the sum of
Ten Dollars and other valuable consideration
to them paid by the said party of the Second Part, the receipt of which is hereby acknowledged,
do by this presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the
Second Part, its successors heirs and assigns the following described Lot, Tracts or Parcels of Land,
lying, being and situate in the County of Cooper and State of Missouri

Beginning at the Northeast corner of the Southwest
quarter of Section 10, Township 48, Range 17, running
thence West along the quarter section line one thousand
one hundred fourteen (1114) feet to the East right-of-way
line of Missouri State Highway No. 5, thence Southwesterly
along said highway line nine hundred eighty-five (985)
feet to an iron pin, thence South 59° East six hundred
forty (640) feet to an iron pin, thence South one thousand
seventy-four (1074) feet to an iron pin on the North right-
of-way line of U.S. Interstate Highway No. 70, thence
Easterly along said highway line eight hundred thirty-
four (834) feet to the quarter section line, thence North
along said quarter section line two thousand four hundred
and eight (2408) feet to the point of beginning, containing
fifty-six and eleven hundredths (56.11) acres, more or
less, in the Southwest quarter of Section Ten (10), Town-
ship Forty-eight (48) North Range Seventeen (17) West 5th
P.M. Subject to roads.

Book 143 Page 635

EXHIBIT "A"

COOPER COUNTY, BOONVILLE, MO
JANNEY BRANDES, RECORDER OF DEEDS

09/18/2007 #2007-3132
09:00:44AM B-536 P-103

Recorded in
Book 536 Pages 103-104
Cooper County Recorder

Part Field 5

GENERAL WARRANTY DEED

THIS DEED, made and entered into this 14 day of September, 2007, by and between RICHARD L. LENZ and RUTH ANN LENZ, husband and wife, of the County of Cooper, State of Missouri, GRANTORS and BOONVILLE R-1 SCHOOL DISTRICT, of the County of Cooper, State of Missouri, GRANTEE, (mailing address of said first named grantee is 738 Main Street, Boonville, MO 65233.)

WITNESSETH, that the said GRANTORS, for and in consideration of a charitable contribution to GRANTEE, Boonville R-1 School District, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM and GIFT unto the said GRANTEE, an undivided one-fifth interest in the following described Real Estate, situated in the County of Cooper and State of Missouri, to-wit:

An undivided one-fifth interest of:

A tract of land located in the southeast quarter of Section 10, Township 48 N, Range 17W, in Cooper County, Missouri, being part of the tract described by a warranty deed recorded in Book 477, Pages 104-105, described as follows:

Starting at the center of Section 10-48-17, thence S 0°27'30"W, along the quarter section line, 1032.31 feet to the point of beginning. From the point of beginning, thence, leaving the quarter section line, S 89°32'30"E 180.00 feet; thence S 0°27'30"W 1210.00 feet; thence N 89°32'30"W 180.00 feet to the quarter section line; thence N 0°27'30"E, along said line, 1210.00 feet to the beginning and being referenced by survey recorded 9/12/2007 in Book 8 Page 336, Records of Cooper County, Missouri.

SUBJECT to easements and restrictions of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said GRANTEE and to the successors and assigns of such GRANTEE forever.

EXHIBIT "A"

200 400
SCALE 1" = 200'

MONUMENT LEGEND

IRON
R/W MARKER
FOUND
SET

5574c

For

Description

BEARINGS ARE REFERENCED TO THE
1/4 SECTION LINE AS SHOWN BY SURVEY
RECORDED IN BOOK 5, PAGE 278.

m/HS

HS

THIS IS TO CERTIFY THAT ON JUNE 15, 2007, I MADE A SURVEY FOR BOONVILLE R-1 SCHOOL DISTRICT OF A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, T42N17N, IN BOONVILLE, COOPER COUNTY, MISSOURI, AND BEING THE TRACT SHOWN BY A SURVEY RECORDED IN BOOK 124, PAGE 660.

BEGINNING AT THE CENTER OF SECTION 10-48-17, THENCE S 027°30'11" ALONG THE 1/4 SECTION LINE 2392.31 FEET TO THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 76, THENCE ALONG SAID RIGHT-OF-WAY, S 87°37'30" W 487.12 FEET, THENCE N 78°20'30" W 308.33 FEET, THENCE S 87°37'30" W 20.48 FEET, THENCE LEAVING SAID RIGHT-OF-WAY, N 00°45'00" E 1072.78 FEET TO THE NORTHEAST CORNER OF THE TRACT DESCRIBED BY A SURVEY RECORDED IN BOOK 5, PAGE 108; THENCE N 88°46'50" W, ALONG THE NORTHERLY LINE OF SAID TRACT, 838.96 FEET TO THE EASTERLY RIGHT-OF-WAY OF STATE ROUTE 8; THENCE ALONG SAID RIGHT-OF-WAY, N 54°02'30" E 738.4 FEET, THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2884.78 FEET, A DISTANCE OF 716.78 FEET, THE CHORD BEING N 18°40'40" E 715.08 FEET, THENCE N 84°40'00" E 191.57 FEET TO THE 1/4 SECTION LINE, THENCE ALONG SAID LINE, N 89°22'50" E 1110.23 FEET TO THE BEGINNING AND CONTAINING 54.21 ACRES.

THIS TRACT IS SUBJECT TO EASEMENTS TO AT&T FOR COMMUNICATION LINES RECORDED IN BOOK 165, PAGE 317 AND BOOK 167, PAGE 116, LOCATED AS SHOWN ON THE PLAT.

THIS SURVEY OF URBAN PROPERTY WAS MADE IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

SURVEY AND PLAT BY:
ENGINEERING SURVEYS & SERVICES

TIMOTHY L. REED
PROFESSIONAL LAND SURVEYOR
LS 2089



STATE OF MISSOURI) SS
COUNTY OF BOONE)

ON THIS 15th DAY OF JUNE, 2007, BEFORE ME PERSONALLY APPEARED TIMOTHY L. REED, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN SAID COUNTY AND STATE, THE DAY AND YEAR FIRST ABOVE WRITTEN.
MY TERM EXPIRES JANUARY 6, 2008.

David A. Bennett
DAVID A. BENNETT, NOTARY PUBLIC

SOUTH 1/4 CORNER OF
SECTION 10-48-17

N 89°33'30" E 2689.37'

SOUTHEAST CORNER OF
SECTION 10-48-17

ALABAMA MONUMENT

TRACT 1 OF A SURVEY
RECORDED IN BOOK 7, PAGE 316

EXHIBIT "A"

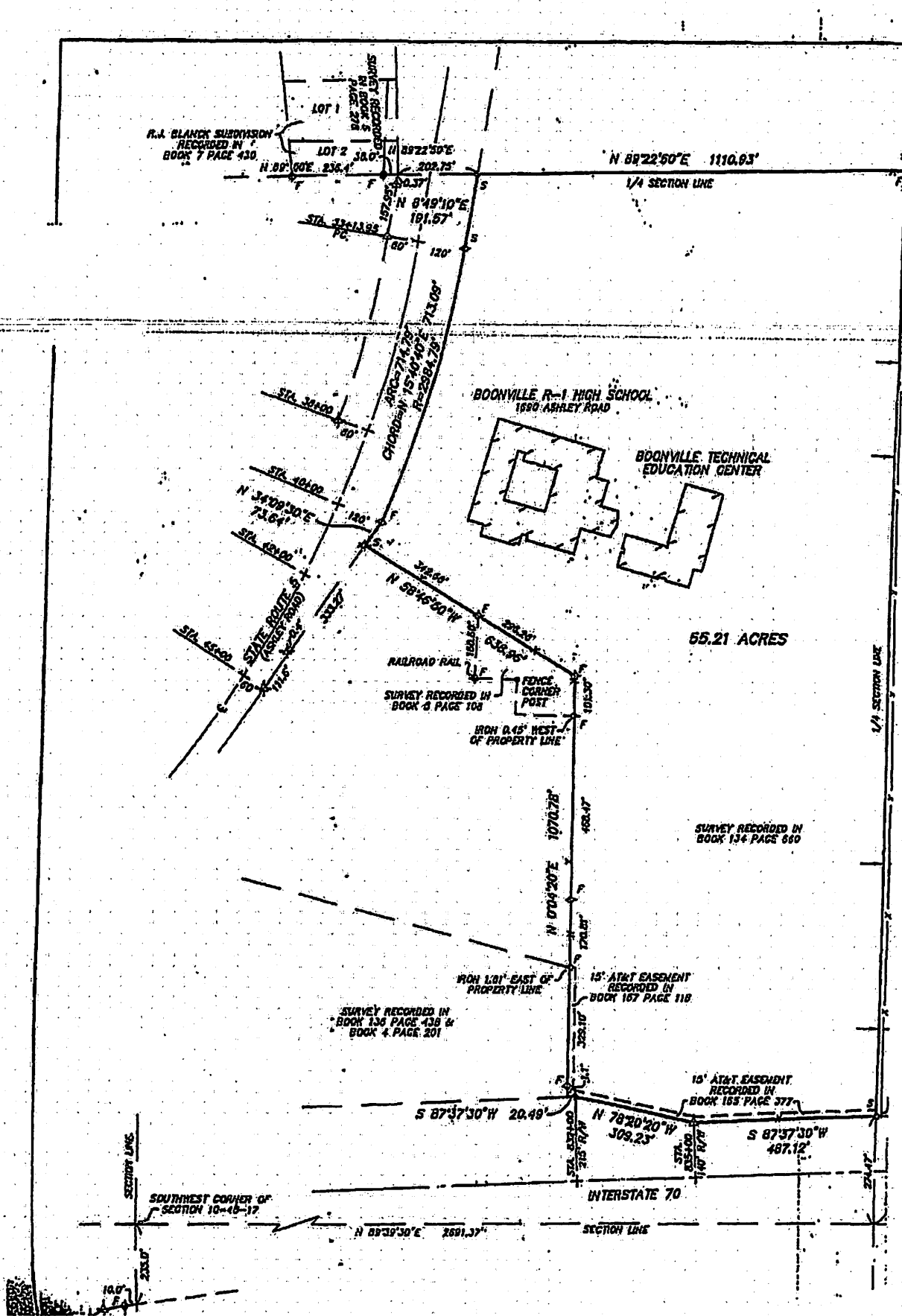


EXHIBIT "A"



* 2 0 1 7 - 2 2 5 2 - 2 *

2017-2252

Alternative School

GEORGIA ESSER
RECORDER OF DEEDS
COOPER COUNTY MISSOURI
RECORDED ON

08/31/2017

01:55PM

PAGES: 2

GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 31st of August, 2017, by and between

James Brent Hodges and Jolene D. Hodges, husband and wife,
Party or Parties of the First Part, of COOPER County, State of MISSOURI, grantor(s), and

Boonville R-1 School District,
Party or Parties of the Second Part, of COOPER County, State of MISSOURI, grantee(s).

Grantee's mailing address is: 736 Main Street, Boonville, MO 65233

WITNESSETH, that the said Party or Parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said Party or Parties of the Second Part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Party or Parties of the Second Part the following described Real Estate, situated in the County of COOPER and State of Missouri, to wit:

Tract #2-B Property Boundary Description Tract Division):

The Eastern part of Tract #2 of a parcel division survey filed for record as Document #2015-3135 of the Cooper County Records, being part of a two-parcel tract of land previously described in Book 258, Page 114 of the Cooper County Records, and part of a tract of land previously described in Book 444, Page 001, Cooper County Records, all located in the Southwest Quarter of Section 10, Township 48 North, Range 17 West, City of Boonville, Cooper County, Missouri, with the boundary of this Eastern part of said Tract #2 being more particularly described as follows:

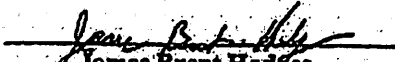
Commencing at a found iron rod at the Northwest corner of said Tract #2 per Document #2015-3135; thence S58°46'50"E, along the Northern line of said tract for a distance of 457.18 feet to a set iron rod at the point of beginning for this boundary description of Tract #2-B; thence along the boundary of said Tract #2 on the following courses; continuing S58°46'50"E for 181.70 feet to a found iron pipe; thence S00°04'00"W for 235.21 feet, (from said corner a found iron pipe bears N88°09'53"W, 0.6 feet); thence N88°09'53"W for 176.74 feet; thence N03°41'52"E for 219.19 feet to an iron rod at a corner of said Tract #2; thence departing the boundary line of said Tract #2 and continuing N03°41'52"E for 105.25 feet to the point of beginning, containing 1.08 acres, more or less, and being subject to or having the benefit of easements and/or restrictions of record or not of record. (Bearings are based on a resurvey of the adjacent school property by Tim J. Reed, PLS #2089 dated June 15, 2007, and filed in Survey Book 8, Page 333 of the Cooper County Records.)

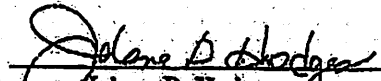
Page 1 of 2

EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said Party or Parties of the Second Part forever, the said Party or Parties of the First Part covenanting that said Party or Parties and the heirs, executors, administrators and assigns of such Party or Parties shall and will WARRANT AND DEFEND the title to the premises unto the said Party or Parties of the Second Part, and to the heirs and assigns of such Party or Parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2017 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said Party or Parties of the First Part has or have hereunto set their hand or hands the day and year first above written.


James Brent Hodges

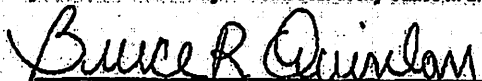

Jolene D. Hodges

STATE OF MISSOURI)
COUNTY OF COOPER) ss,

On this 31st day of August, 2017 before me personally appeared James Brent Hodges and Jolene D. Hodges, husband and wife, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the aforesaid County and State, the day and year first above written.

My term expires: 06-16-2019.


Signed _____ Notary Public

Bruce R. Quinlan



BRUCE R. QUINLAN
My Commission Expires
June 16, 2019
Cooper County
Commission #15423825

(SEAL)

EXHIBIT "B"

Rules and Regulations for Missouri Soccer Park

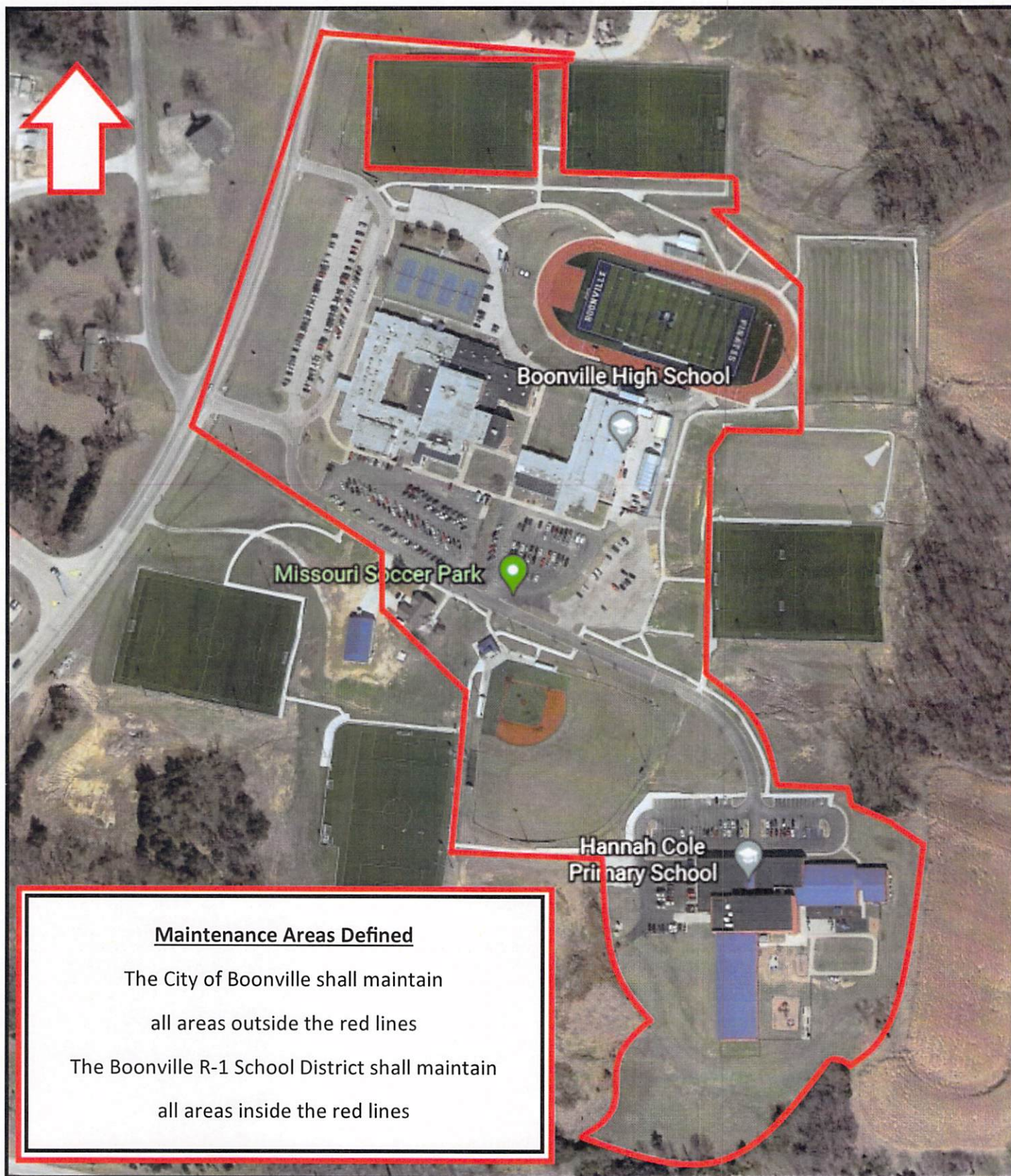
The following rules and regulations apply to all sporting event participants, coaches and patrons. These rules will be strictly enforced at all times for the safety of the public, so please observe them and enjoy your stay at Missouri Soccer Park.

1. Each player is responsible to play the game of soccer safely and should be knowledgeable about their ability or lack thereof;
2. All goals, corner flags and players benches are to remain on their designated field and shall not be moved for any reason without prior approval of game official(s). Failure to comply with this rule may result in suspension of playing and/or rental privileges;
3. Any temporary lining of fields with paint must be approved by the Soccer Park MANAGER;
4. Use of outside goals is prohibited unless first approved by the Soccer Park MANAGER;
5. Proper soccer attire (shoes, clothing, shin guards) must be worn at all times;
6. No smoking or tobacco products will be allowed anywhere on the premises;
7. Food should not be consumed on the synthetic fields;
8. Sunflower seeds are not allowed. If a patron or athlete is consuming sunflower seeds, he/she may be asked to leave. Any athlete consuming sunflower seeds will be suspended from playing for the duration of the event (or practice) at the complex;
9. Alcohol is strictly prohibited on the property of the complex unless expressly approved and authorized, in advance.
10. Players not conducting themselves in an orderly and sportsmanlike manner, or not in compliance with these rules and regulations may be evicted from the premises by the Soccer Park MANAGER, game officials, and supervisor of other complex employees. Final determination of disqualifying behavior shall be made by the Soccer Park MANAGER or his official designee;
11. The fields will be occasionally closed for maintenance and at such times as weather dictates;

12. No pets are allowed on the synthetic fields;
13. Roller blades and skateboards are strictly prohibited on the fields and on adjacent common areas;
14. Parking is allowed in designated areas only;
15. Authorized golf carts and utility vehicles will be allowed on the sidewalks and walking paths at any time;
16. Field use is by reservation only. Field reservations are available through www.mosoccerpark.org.

NOTE: Rules and regulations are subject to revision without notice. Parties may check for updated versions on the Soccer Park official website at www.mosoccerpark.org.

EXHIBIT "C"



BILL NO. 2024-021

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI APPROVING A REPLAT AT MAIN STREET CENTER, 520 RYAN STREET, PROVIDING AN EFFECTIVE DATE; THEREFORE, AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, Harold Lee Properties, LLC is proposing a lot split at Main Street Center Shopping Mall; and

WHEREAS, on December 10, 2024, Planning and Zoning heard a replat request by the developers who desire to split lot D-2B, creating a 1.47-acre undeveloped tract labeled D-2D; and

WHEREAS, the Planning and Zoning Commission approves and recommends this replat as herein incorporated and attached by reference as **EXHIBIT “A”**; and

WHEREAS, a replat may be approved by the City Council if all minimum improvements are in place and the re-subdivision meets the Code requirements.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI AS FOLLOWS:

SECTION 1: That the Harold Lee Properties, LLC replat at 520 Ryan Street as shown and indicated on **EXHIBIT “A”** attached hereto and made a part hereof, is hereby approved.

SECTION 2: This ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 3: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4: The City Clerk is hereby instructed to forward this executed ordinance and replat to the Cooper County Recorder of Deeds for proper recordation.

FIRST READING: DECEMBER 16, 2024

**READ FOR THE SECOND TIME AND PASSED THIS 6TH DAY OF JANUARY 2025,
AFTER A COPY OF THIS ORDINANCE AND REFERENCED DOCUMENTS AND
ATTACHMENTS HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION
PRIOR TO ITS FIRST READING.**

PRESIDENT OF THE COUNCIL

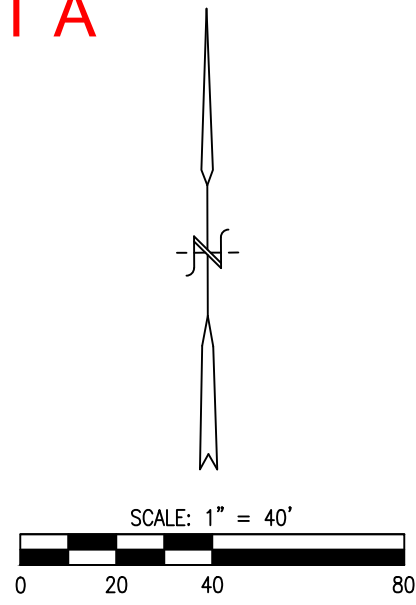
APPROVED THIS 6TH DAY OF JANUARY, 2025

NED BEACH, MAYOR

ATTEST:

AMBER DAVIS, CITY CLERK

BILL NO. 2024-021 EXHIBIT A



BEARINGS ARE REFERENCED TO GRID NORTH FROM THE MISSOURI
STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) FROM GPS
OBSERVATIONS.

LEGEND

- IRON PIPE (UNLESS NOTED OTHERWISE)
- E EXISTING 1/2" IRON PIPE (UNLESS OTHERWISE NOTED)
- S SET 5/8" REBAR WITH CAP "A.C. 2007000167"
- PERMANENT MONUMENT (5/8" REBAR W/ALUM. CAP)
- △ STEEL RIGHT-OF-WAY MARKER
- IP IRON PIPE
- RE REBAR
- (REC.) RECORD MEASUREMENT
- X_{DH} DRILL HOLE WITH CHISELED "X"
- L1 SEE LINE TABLE FOR BEARING AND DISTANCE
- ⊕ CENTERLINE
- - - - - FENCE

PROPERTY DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 48 NORTH, RANGE 17 WEST, BOONVILLE, COOPER COUNTY, MISSOURI, BEING A REPLAT OF TRACT D-1 AND D-2 OF MAIN STREET CENTER, PLAT NO. 1, RECORDED IN PLAT BOOK 7, PAGE 224, A REPLAT OF MAIN STREET CENTER, CONDOMINIUMS, RECORDED IN PLAT BOOK 8, PAGE 347 AND THE LOT SPLIT RECORDED AS DOCUMENT 2017-1794 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT D-2; THENCE WITH THE LINES OF SAID TRACT D-2, S1°37'00"W, 365.25 FEET TO THE SOUTHEAST CORNER OF SAID TRACT D-2; THENCE WITH THE SOUTH LINE THEREOF, N87°57'15"W, 822.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT SPLIT SURVEY RECORDED AS DOCUMENT 2017-1794 ON THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE WITH SAID EAST RIGHT-OF-WAY LINE, N14°00'45"E, 84.80 FEET; THENCE N33°01'15"E, 106.28 FEET; THENCE, N13°55'20"E, 182.80 FEET TO THE NORTHWEST CORNER OF SAID TRACT D-2; THENCE WITH SAID NORTH LINE, S88°56'25"E, 709.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.27 ACRES.

THIS SURVEY WAS MADE IN CONFORMANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

SURVEY AND PLAT BY ALLSTATE CONSULTANTS LLC

JAMES R. JEFFRIES PLS-2500

DATE

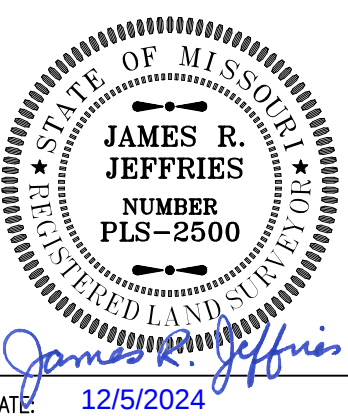
STATE OF MISSOURI } SS
COUNTY OF BOONE }

SUBSCRIBED AND AFFIRMED BEFORE ME THIS _____ DAY OF _____, 2024.

KAREN SAYRE

NOTARY PUBLIC
MY COMMISSION #22170127
EXPIRES APRIL 14, 2026

SHEET 2 OF 2



CONDOMINIUM REPLAT
**MAIN STREET CENTER
CONDOMINIUMS PLAT 2**
A REPLAT OF MAIN STREET CENTER, CONDOMINIUMS
LOCATED IN SECTION 2, TOWNSHIP 48 NORTH, RANGE 17 WEST
BOONVILLE, COOPER COUNTY, MISSOURI

DATE	JOB NUMBER	JAMES R. JEFFRIES PROFESSIONAL LAND SURVEYOR PLS-2500
NOVEMBER 7, 2024	24095.01	


**ALLSTATE
CONSULTANTS**
3312 LEMONE INDUSTRIAL BLVD.
COLUMBIA, MO 65201
(573) 875-8799
ALLSTATE CONSULTANTS LLC
MO PROFESSIONAL LAND SURVEYING
CERTIFICATE OF AUTHORITY #2007000167

RESERVED FOR RECORDER'S STAMP

FLOOD PLAIN STATEMENT

THIS TRACT IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) AS SHOWN BY THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29053C0155C, DATED MAY 3, 2011.

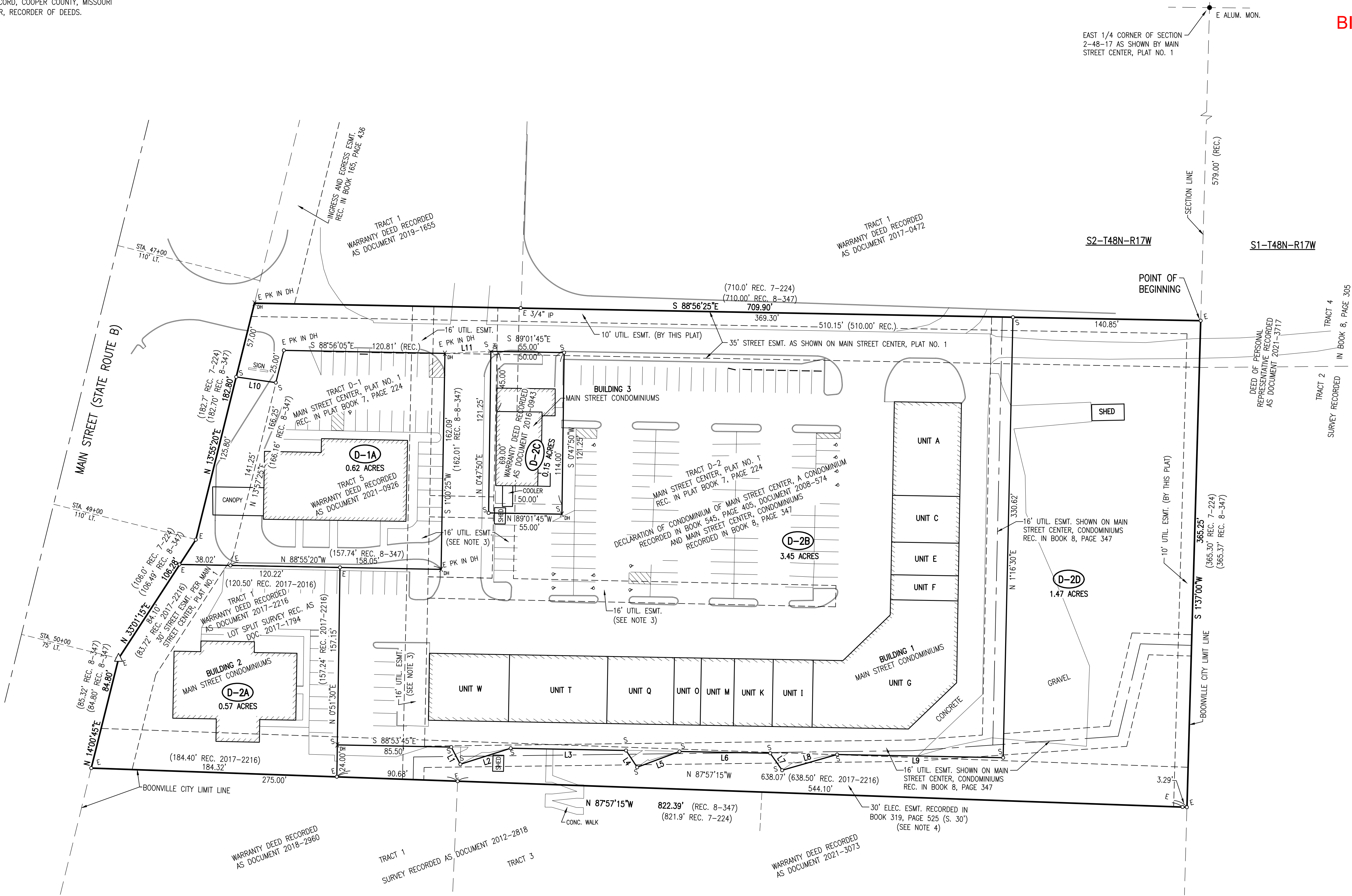
NOTES

- THIS PLAT CONFORMS TO THE ACCURACY STANDARDS FOR URBAN PROPERTY AS DEFINED BY MISSOURI BOARD RULE 20 CSR 2030-16.040(2).
- RECORD TITLE INFORMATION FOR THIS PLAT WAS PROVIDED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT 20090460, DATED SEPTEMBER 3, 2020, PREPARED BY BOONVILLE ABSTRACT & TITLE COMPANY, LLC.
- THE 16" UTILITY EASEMENT SHOWN ACROSS THIS PLAT IS LOCATED AS SHOWN ON MAIN STREET CENTER, PLAT NO. 1, RECORDED IN PLAT BOOK 7, PAGE 224.
- THE EASEMENT TO UNION ELECTRIC COMPANY RECORDED IN BOOK 314, PAGE 231 DOES NOT HAVE A DEFINED WIDTH. IT APPEARS THE EASEMENT IS WITHIN THE SOUTH 30' AS DESCRIBED BY THE EASEMENT RECORDED IN BOOK 319, PAGE 525.
- THIS TRACT IS SUBJECT TO THE DECLARATION OF CONDOMINIUM OF MAIN STREET CENTER, A CONDOMINIUM, RECORDED IN BOOK 545, PAGE 506 AND SHOWN BY THE MAIN STREET CENTER, CONDOMINIUMS, RECORDED IN PLAT BOOK 8, PAGE 347.
- THE UNITS ARE AS SHOWN BY THE MAIN STREET CENTER, CONDOMINIUM, RECORDED IN PLAT BOOK 8, PAGE 47. SEE BOOK 8, PAGE 347 FOR UNIT DIMENSIONS AND DETAILS.
- THE PURPOSE OF THIS REPLAT IS TO REDEFINE THE LOTS AROUND THE EXISTING BUILDINGS THAT HAVE BEEN CREATED BY DEEDS AND CREATE A LOT ON THE SOUTH AND EAST SIDE OF BUILDING 1.

DEEDS FOR OWNERSHIP OF UNITS

UNIT A	WARRANTY DEED 2018-0889
UNIT C	WARRANTY DEED 2019-0338
UNIT E	WARRANTY DEED 2018-2546
UNIT F	WARRANTY DEED 2022-1275 & 1276
UNIT G	WARRANTY DEED 2021-2676
UNIT I	WARRANTY DEED 2022-1828
UNIT K	WARRANTY DEED 2024-0566
UNIT M	WARRANTY DEED 2024-0703
UNIT O	WARRANTY DEED 2021-0926
UNIT Q	WARRANTY DEED 2021-0926
UNIT T	WARRANTY DEED 2021-0926
UNIT W	WARRANTY DEED 2021-0926

LINE TABLE	
BEARING & DISTANCE	
L1	S 27°50'30"E 14.60'
L2	N 72°20'30"E 39.66'
L3	S 88°53'45"E 86.55'
L4	S 33°22'00"E 15.10'
L5	N 69°34'30"E 33.94'
L6	S 88°53'45"E 68.02'
L7	S 35°01'00"E 15.60'
L8	N 74°02'00"E 42.90'
L9	S 88°53'45"E 124.55'
L10	S 81°48'35"E 30.05'
L11	N 87°27'50"E 34.50'



**CITY OF BOONVILLE
PLANNING AND ZONING COMMISSION MEETING
MINUTES OF DECEMBER 10TH, 2024**

VOTING MEMBERS PRESENT

- 1) Steve Hage
- 2) Ernie Ueligger (by phone)
- 3) Sy Harvill (by phone)
- 4) Brooks Rapp
- 5) Josh Snoddy

VOTING MEMBERS ABSENT:

- 1) Clark Greis
- 2) Andrew Cowherd (Mayor Pro Tem)

STAFF/PRESENTERS/GUESTS

- 1) Jeff Ditto
- 2) Terry Gibson

NOTICES AND EXHIBITS: Posted and available on December 5th, 2024, at 10:00a.m. at City Hall.

1. CALL TO ORDER: Mr. Hage called the meeting to order at 6:05 p.m. Roll call was taken with five (5) of seven (7) members present constituting a quorum. Mr. Ueligger and Mr. Harvill phoned into the meeting
2. MINUTES: The Minutes stand as presented for October 8th, 2024. The minutes stand as presented.
3. HEARING OF PUBLIC COMMENTS: None
4. OLD BUSINESS: None
5. NEW BUSINESS:
 - a. Discussion of a re-plat of Main Street Center located at 520 Ryan Street
Mr. Hage opened the discussion by introducing Terry Gibson who was representing Harold Lee Properties. Harold Lee Properties is pursuing a minor subdivision request to Planning and Zoning Commission for Main Street Center. They are seeking to subdivide a 1.47-acre lot on the east side of the main street center. Mr. Hage stated that MECO Engineering had reviewed the plat, and his comments had been satisfied. After a brief discussion, MR. Snoddy made a motion and Mr. Harvill seconded the motion. The motion, which the commission, was voted unanimously in favor. Roll Call was taken: Ayes: Hage, Snoddy, Ueligger, Harvill, Rapp (5). Nays: (0). Abstained: (0).
6. MISCELLANEOUS: None

7. ADJOURN: A motion was made to adjourn the meeting by was made by Mr. Snoddy and seconded by Mr. Rapp at 6:15 pm.

Respectfully submitted,

Kate Fjell, City Administrator



Date: December 12, 2024
To: City Council and Mayor
From: Kate Fjell, City Administrator
Re: 12.16.26 Council Meeting Comments

Consent Items

At tonight's meeting, there are several pay apps for the capital projects work that is underway, including Hail Ridge Parking Lot and the 2nd floor remodel of City Hall. There is also a no cost change order, shifting some of the ceiling from panels to dry wall.

New Business

A first reading for an agreement with the school board and BSA for the soccer park. Brad and I have had several conversations with the new administration giving them some background on the project history. Following those conversations and meeting the school board, we are ready to approve this agreement. It is substantially like the first agreement we had, i.e. this agreement includes a better description of maintenance area responsibilities.

MODOT News

Teresa and I attended the i70 Bridge Ribbon Cutting, it was a great event and the City and the County both received recognition for their financial support of the project.

I have included a letter from MoDOT stating that our cost share application has been approved. Our portion will be due to MoDOT at the time of project letting, which is anticipated to be Fall of 2025. That means our capital projects will be limited next year, since the bulk of our capital project funds, \$1.3M will be dedicated to the roundabout project. There will be limited additional capital projects coming from gaming and CIP due to this significant cash outlay.

I want to wish everyone a happy holiday, full of all your favorites! Thank you for your hard work and dedication to help make the City a better place!

See you in 2025!

Missouri Department of Transportation

1511 Missouri Blvd.
P.O. Box 718
Jefferson City, Missouri 65102
573.751.3322
Fax: 573.522.1059
1.888.ASK MODOT (275.6636)

December 9, 2024

Ms. Kate Fjell, City Administrator
City of Boonville
401 Main Street
Boonville, MO 65233

Dear Ms. Fjell:

Congratulations! MoDOT's Cost Share Committee approved your application to construct a roundabout at the intersection of Route B and Americana at its December 2, 2024 meeting. Cost Share funds not to exceed \$1,177,836 are available in state fiscal year 2025 and 2026.

The funding for this project is contingent on approval by the Missouri Highways and Transportation Commission via a STIP amendment.

Dan Oesch, Third Part Lead for the Improve I-70 Team will be contacting you to proceed with the execution of the Cost Share agreement. In accordance with the Cost Share Guidelines, the Cost Share agreement must be executed by the city within 6 months after the recommendation of the Committee to prevent the Cost Share funds from expiring and being allocated to another project.

If you have any questions, please contact Dan Oesch at 573-291-2788.

Sincerely,



Machelle Watkins, P.E.
Central District Engineer



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org